

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LVI INTERMEDIATE HOLDINGS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 20-11413 (KBO)

(Jointly Administered)

Re: **D.I. 57 and 154**

ORDER APPROVING DEBTORS' MOTION FOR ENTRY OF AN ORDER PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AUTHORIZING DEBTORS TO PAY THE FEES AND EXPENSES OF SAUL EWING ARNSTEIN & LEHR LLP AS COUNSEL TO MEMBERS OF THE DEBTORS' BOARD OF DIRECTORS/MANAGERS

Upon the motion (the "Motion")² of the Debtors for entry of an order authorizing the Debtors to pay the fees and expenses of Saul Ewing Arnstein & Lehr LLP ("Saul Ewing") as counsel to the Board of Directors, pursuant to section 363 of title 11 of the United States Code (the "Bankruptcy Code"), pursuant to the terms set forth in the Motion; and upon consideration of the *Declaration of Jeffrey C. Hampton in Support of Debtors' Motion for the Entry of an Order Pursuant to Section 363 of the Bankruptcy Code Authorizing Debtors to Pay the Fees and Expenses of Saul Ewing Arnstein & Lehr as Counsel to the Debtors' Board of Directors/Managers* (the "Hampton Declaration"); and it appearing that this Court has jurisdiction to consider the

¹ The Debtors and the last four digits of their respective federal taxpayer identification numbers are as follows: LVI Intermediate Holdings, Inc., (7674); Total Vision Institute, LLC (7571); QualSight, LLC (3866); The LASIK Vision Institute, LLC (7564); Cataract Vision Institute, LLC (7697); Healthcare Marketing Services, LLC (9982); Cataract Vision Institute Florida, LLC (3423); TLC Vision Center Holdings, LLC (5400); TLC Whitten Laser Eye Associates, LLC (0182); TLC Vision Centers, LLC (8271); TruVision, LLC (3399); TruVision Contacts, LLC (3399); Laser Eye Surgery, LLC (3448); TLC Laser Eye Centers (Refractive I), LLC (2702); TLC The Laser Center (Pittsburgh) L.L.C. (2881); TLC The Laser Center (Indiana) LLC (8456); TLC The Laser Center (Institute), LLC (0959); and LVI Missouri, LLC (7088);. The Debtors' executive headquarters are located at 1555 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, Florida 33401.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Interim Order or, if not defined therein, in the Motion.

Motion pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates and creditors, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED is GRANTED as set forth herein.
2. The Debtors are authorized to pay compensation and expenses to Saul Ewing in accordance with the following Payment Procedures, subject to the DIP budget and applicable financing orders entered by this Court:
 - (a) Saul Ewing shall submit monthly invoices (the “Monthly Invoices”) to the Board of Directors, with copies of the Monthly Invoices submitted reasonably contemporaneously therewith to: (a) the Debtors; (b) proposed counsel for the Debtors; (c) The Office of the United States Trustee for the District of Delaware; (d) counsel to any official committee; and (e) counsel to the Debtors’ prepetition and postpetition lenders (collectively, the “Notice Parties” and each, a “Notice Party”).
 - (b) Each Notice Party shall have fifteen (15) days after the receipt of a Monthly Invoice to review it and, if such Notice Party has an objection to the fees and expenses sought in a particular Monthly Invoice (an “Objection”), such party, shall by no later than fifteen (15) days following the receipt of the particular Monthly Invoice (the “Objection Deadline”), serve upon Saul Ewing and the Notice Parties a written notice (the “Notice of Objection to Invoice”), setting forth with specificity the nature of the Objection and the amount of fees or expenses at issue.

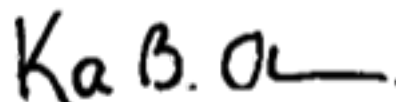
- (c) If no Notice of Objection to Invoice has been timely served upon Saul Ewing and the Notice Parties by the expiration of the Objection Deadline, or if Saul Ewing and the objecting Notice Party thereafter consensually resolve any such Objection, the Debtors shall promptly pay, in full, the fees and expenses identified in the Monthly Invoice
- (d) If a Notice of Objection to Invoice has been timely served upon Saul Ewing and the Notice Parties, the Debtors shall withhold payment of that portion of the Monthly Invoice to which the Objection is directed and promptly pay the remainder of the fees and expenses to Saul Ewing.
- (e) If a Notice of Objection to Invoice is served upon Saul Ewing and the Notice Parties, Saul Ewing and the objecting party will work in good faith to resolve their dispute without resort to the Court
- (f) Any Objections that are not resolved by the parties shall be preserved and presented to the Court at the next available Omnibus Hearing Date.

3. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

4. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: June 23rd, 2020
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE